

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

KELLY SERVICES, INC.,

Plaintiff,

Case No. 08-15257

v.

Hon. Patrick J. Duggan

WILLIAM R. VANCIL,

Defendant.

BUTZEL LONG
By: James J. Giszczak (P46917)
Bernard J. Fuhs (P69621)
150 West Jefferson, Suite 100
Detroit, MI 48226
(313) 225-7000
Attorneys for Plaintiff

William R. Vancil
IN PRO PER
810 Berick Drive
St. Louis, Missouri 63132

STIPULATED PERMANENT INJUNCTION ORDER

Plaintiff through counsel and Defendant In Pro Per, hereby stipulate to the following Permanent Injunction Order; and the Court being otherwise duly advised in the premises;

IT IS HEREBY ORDERED THAT:

- (1) Defendant William R. Vancil ("Vancil") is enjoined, directly or indirectly:
 - (a) From working for, or acting as, an employee, partner, stockholder, investor, owner, director, agent, or consultant for a competitor of Kelly (including, but not limited to, WRV) within Madison, St. Louis, Clinton, St. Clair and Monroe Counties in Missouri and Jersey and Macon Counties in Illinois until December 15, 2009. For purposes of this Order, a "competitor" of Kelly shall mean any business that is engaged in the employee staffing and consulting services business in the scientific or clinical area, which includes

direct placement, outplacement, outsourcing, recruitment, recruitment process outsourcing, temporary staffing services, management services, vendor on-site, vendor management, and consulting;

- (b) From soliciting or performing services for any Kelly customer or client until December 15, 2009. For purposes of this paragraph, if Vancil has a concern as to whether a person or company is a "customer or client" of Kelly through December 15, 2009, he shall call counsel for Kelly, James J. Giszczak, (313) 983-7475, in order that a determination can be made;
- (c) From soliciting or being involved in the recruitment or hire of any Kelly employee until December 15, 2009;
- (d) From ever using or disclosing any of Kelly's confidential, proprietary or trade secret information or property;
- (e) From interfering, in any way, with any current or prospective customer or employee relationship of Kelly;
- (f) From engaging in deceptive acts or statements with regard to Kelly's abilities, experiences and personnel;
- (g) From otherwise violating any of the terms of his Agreement with Full Time Employees with Kelly, dated May 12, 2008 (the "Kelly Agreement"), attached as Exhibit A to the Verified Complaint filed in this matter.

(2) Vancil represents and warrants that he has no Kelly information, documents or property in his possession and to the extent he had any such information, documents or property, he has returned same to Kelly's counsel. Vancil further represents and warrants that he has not disclosed any Kelly confidential information to any person or entity.

(3) Should Vancil violate this Order, in addition to all other monetary and injunctive remedies available to Kelly, Vancil shall pay all costs and reasonable attorney fees incurred by Kelly as a result of Vancil's violations. In addition, should Vancil violate this Order, Vancil shall pay Kelly a \$5,000 penalty for each proven violation.

IT IS SO ORDERED.

Date: January 8, 2009

s/PATRICK J. DUGGAN

Hon. Patrick J. Duggan

Stipulated as to form and substance:

By: 

James J. Giszczak

BUTZEL LONG

150 West Jefferson, Suite 100

Detroit, Michigan 48226

Tel: (313) 225-7000

Fax: (313) 225-7080

Counsel for Plaintiff

By: 

William R. Vancil

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